BANKRUPTCY, 3 ed., 197. Consequently, the interpretation of the section relating to the knowledge required to make the discharge operative does not depend, as the court in the principal case intimated, upon any question of the taking of property without due process of law. Courts have been liberal in their treatment of the knowledge sufficient to bar the claim. Neither need it be equivalent to the notice required by § 58 *a* of the Bankruptcy Act, nor is the source of the knowledge material, for knowledge gained through the reading of a newspaper or through conversation with the bankrupt has been held sufficient. *Morrison* v. *Vaughan*, 104 N. Y. Supp. 169; *Jones* v. *Walter*, 115 Ky. 560; *Kaufman* v. *Schreier*, 108 N. Y. App. Div. 298. It is well for the court to require knowledge upon which the creditor can reasonably rely. And the knowledge should be obtained in time to give the creditor opportunity to avail himself of the rights and privileges accorded to other creditors under the statute. *Birkett* v. *Columbia Bank*, 195 U. S. 345, 350. In the principal case the facts seem sufficient to have filled such requirements so as to bar the claim.

BURDEN OF PROOF — WHETHER A MATTER OF PROCEDURE OR SUBSTANTIVE LAW — STATUTORY SHIFT OF THE BURDEN AS TO CONTRIBUTORY NEGLIGENCE. — In a suit for the negligent killing of plaintiff's intestate, brought under the Federal Employers' Liability Act, the defendant contended that, under the Conformity Act, the state rule of procedure should be followed, thereby placing on the plaintiff the burden of proving that the intestate was not contributorily negligent. The court refused so to charge. *Held*, that the charge was properly refused. *Central Vermont Ry.* v. *White*, 238 U. S. 507.

In a suit for the negligent killing of the plaintiff's intestate the defendant contended that since the death of the intestate occurred before the enactment of the Code of Civil Procedure which placed the burden of proving the plaintiff's contributory negligence on the defendant, the new provision would not apply, although in force at the time of the trial. The trial court so ruled. *Held*, that the ruling was error. *Sackheim* v. *Piqueron*, 109 N. E. 109 (N. Y.)

See p. 95 in this issue of the REVIEW for a discussion of the principle involved in these cases.

CONFLICT OF LAWS — EXTENT OF GOVERNMENTAL POWER — LAW GOVERNING THE INTERPRETATION OF THE BY-LAWS OF A FOREIGN CORPORATION. — The plaintiff took out a policy of insurance in a Massachusetts beneficiary corporation, through a branch lodge in New York. He agreed to be bound by the by-laws as then in force or as changed. The by-laws were changed and this change upheld as valid by the Massachusetts Supreme Court. He now brings action on the policy in New York. *Held*, that the validity of the change must be governed by the Massachusetts decision. *Supreme Council of Royal Arcanum* v. *Green*, 35 Sup. Ct. Rep. 724.

The determination of the powers of a foreign corporation and the interpretation of its rules are controlled by the law of the domicile of the corporation. *Gaines* v. *Supreme Council of the Royal Arcanum*, 140 Fed. 978; *Larkin* v. *Knights of Columbus*, 188 Mass. 22, 73 N. E. 850; *Warner* v. *Delbridge Co.*, 110 Mich. 590, 68 N. W. 283. In accord with this principle, the nature and the extent of the shareholder's liability for the debts of the corporation are governed by the law of the incorporating state. *Selig* v. *Hamilton*, 234 U. S. 652; *Converse* v. *Hamilton*, 224 U. S. 243; *Howarth* v. *Lombard*, 175 Mass. 570, 56 N. E. 888. See 23 HARV. L. REV. 37. Again, liens may be declared on stock by valid regulations of the incorporating sovereign. *Hudson River Pulp & Paper Co.* v. *Warner & Co.*, 99 Fed. 187; *Warner* v. *Delbridge Co.*, *supra*. It has even been held that contracts made with a foreign corporation are subject to the legislation of the foreign government affecting that corporation's